

United States of America or Canada and will comply with all requirements necessary to give such Court [j]urisdiction and all matters hereunder shall be determined in accordance with the law and the practice of such Court.” ECF No. 5 at 2, 4. Under Fifth Circuit precedent, this clause gives the policyholder “the right to select the forum, foreclosing [Defendant’s] right to remove this action to federal court.” *City of Rose City v. Nutmeg Ins. Co.*, 931 F.2d 13, 16 (5th Cir. 1991), *cert. denied*, 502 U.S. 908 (1991). The clause operates as a waiver of the right of removal, requiring that the district court remand the case. *Waters v. Browning-Ferris Indus., Inc.*, 252 F.3d 796, 797 (5th Cir. 2001) (citing *City of Rose City*, 931 F.2d at 16) (“A party to a contract may waive a right of removal provided the provision of the contract makes clear that the other party to the contract has the ‘right to choose the forum’ in which any dispute will be heard.”) Accordingly, the undersigned RECOMMENDS that Judge O’Connor GRANT Plaintiff’s Unopposed Motion to Remand (ECF No. 5) and remand this case to the 141st Judicial District Court of Tarrant County, Texas.

A copy of this findings, conclusions, and recommendation shall be served on all parties in the manner provided by law. Any party who objects to any part of this findings, conclusions, and recommendation must file specific written objections within 14 days after being served with a copy. *See* 28 U.S.C. § 636(b)(1)(B) and Fed. R. Civ. P. 72(b)(1). In order to be specific, an objection must identify the specific finding or recommendation to which objection is made, state the basis for the objection, and specify the place in the magistrate judge’s findings, conclusions, and recommendation where the disputed determination is found. An objection that merely incorporates by reference or refers to the briefing before the magistrate judge is not specific. Failure to file specific written objections will bar the aggrieved party from appealing the factual findings and legal conclusions of the magistrate judge that are accepted or adopted by the district

court, except upon grounds of plain error. *See Douglass v. United Services Auto. Ass'n*, 79 F.3d 1415, 1417 (5th Cir. 1996) (en banc).

Signed February 16, 2017.



Hal R. Ray, Jr.
UNITED STATES MAGISTRATE JUDGE